

Reply Declaration of C. Neil Gray

**Exhibit 1**

[December 19, 2019 E-Mail and Attachment]

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**From:** Jeffrey Marchozzi [REDACTED]@skf.com>  
**Sent:** Wednesday, December 18, 2019 11:23 AM  
**To:** 'Kugler, Ulrich (GE Renewable Energy)'  
**Cc:** John W Shelton; Ramaswamy, Mallika (GE Renewable Energy)  
**Subject:** RE: GE/SKF Path Forward  
**Attachments:** 12\_18\_19\_GE\_Wind\_SKF\_Agreement\_Addendum\_Three [Final Executable].pdf

Hello Ulrich,

Thank you for the call today. Please find attached the revised MSB agreement. As agreed, we have taken out the modification of payment terms. Please sign and send back and we will send you a countersigned copy.

We look forward to an interim update of the SLB claim prior to the holidays and I will be sending a meeting invite for the week of the 6<sup>th</sup> shortly.

Best Regards,  
Jeff

**Jeffrey Marchozzi**  
Sales Director, Wind Energy

**Mob:** [REDACTED]  
**E-mail:** [REDACTED]@skf.com

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**From:** Jeffrey Marchozzi  
**Sent:** Thursday, December 5, 2019 9:47 AM  
**To:** Ramaswamy, Mallika (GE Renewable Energy) [REDACTED]@ge.com>  
**Cc:** John W Shelton [REDACTED]@skf.com>; Kugler, Ulrich (GE Renewable Energy) [REDACTED]@ge.com>  
**Subject:** RE: GE/SKF Path Forward

Good Morning Mallika,

I tried sending this through earlier this morning but (I am guessing due to the size of the file package) I received a bounce back. Given the file size, I have put the supporting documentation in the following location: [REDACTED]  
[REDACTED] and have granted you access. As briefly discussed yesterday, please find below an explanation of the SLB claim:

Throughout the course of the GE/SKF commercial relationship, SKF has absorbed significant costs as a result of shifting GE forecasts and discontinuations of commercial programs on various platforms from year to year. Given the long lead times and minimum quantities required for material purchases, SKF has been left with material on-hand for these various programs when forecasts shift or the commercial relationship on platforms end. SKF has made every attempt to mitigate these costs and roll materials into new programs in order to maintain the relationship and minimize any impact

on GE. With the end of commercial engagement, SKF now has no outlet for the product specific materials that we have carried throughout our agreements.

Given the above, SKF submits the following claim for your consideration:

- \$235,230.71 in costs related to leftover RePower pitch components: In 2017, SKF had an agreement to supply 90% of the RePower pitch demand to GE. Materials were ordered to support the demand per the forecasts provided. GE did not provide visibility on shifting demand or place orders for the heavily loaded October demand within the 6 month window specified in the agreement. This led to the inability of SKF to support the volumes from a production standpoint for the October demand and resulted in a reduced allocation for that month. In addition, the build plan in November and December of that year was decreased providing no outlet for the purchased materials. SKF has no ability to use these materials outside of GE product. These items are in the "Leftover Materials" tab of the Excel sheet in the link.
- \$112,900.27 in costs related to leftover 2.5 pitch bearing components: These items were purchased to meet minimum order quantity requirements to service the GE business and SKF has no ability to use these materials outside of GE product. These items are in the "Leftover Materials" tab of the Excel sheet in the link.
- \$251,127.85 in costs related to leftover O-Bearing pitch components: SKF has no ability to use these materials outside of GE product. These items are in the "Leftover Materials" tab of the Excel sheet in the link.
- \$811,000 in O-Bearing raw material costs: In addition to the component costs, there is also \$811,000 in raw material (975 tons of grade 42, 500mm diameter billets for forgings) that SKF owns to support the O-Bearing production. This material was enough to produce the inner rings for 390 bearings. SKF has no ability to use these materials outside of GE product.
- \$87,842.38 in costs related to O-Bearing tooling: SKF has no ability to use these materials outside of GE product. These items are in the "Tooling" tab of the Excel sheet in the link
- \$244,452.60 in costs related to engineering: Correcting GE specifications to accurately reflect the product design and development of manufacturing processes to support production. These costs would have been recovered with revenue from the production volume. Documentation is in the engineering documentation folder in the link.
- Total claimed costs: \$1,742,533.81

We look forward to receiving your input and a resolution on the costs incurred above.

Best Regards,  
Jeff

**Jeffrey Marchozzi**  
Sales Director, Wind Energy

**Mob:** [REDACTED]  
**E-mail:** [REDACTED]@skf.com

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**From:** Jeffrey Marchozzi  
**Sent:** Monday, December 2, 2019 10:03 AM  
**To:** Ramaswamy, Mallika (GE Renewable Energy) [REDACTED]@ge.com>; Kugler, Ulrich (GE Renewable Energy) [REDACTED]@ge.com>; Megyeri, Anett (GE Renewable Energy) [REDACTED]@ge.com>  
**Cc:** John W Shelton [REDACTED]@skf.com>; Larry E Horton [REDACTED]@skf.com>  
**Subject:** RE: GE/SKF Path Forward

Hello Anett,

Please advise status on signature of the attached agreement. I am available to discuss if you have any questions.

Best Regards,  
Jeff

**Jeffrey Marchozzi**  
Sales Director, Wind Energy

**Mob:** [REDACTED]  
**E-mail:** [REDACTED]@skf.com

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**From:** Jeffrey Marchozzi  
**Sent:** Monday, November 25, 2019 9:43 AM  
**To:** Ramaswamy, Mallika (GE Renewable Energy) [REDACTED]@ge.com>; Kugler, Ulrich (GE Renewable Energy) [REDACTED]@ge.com>; Megyeri, Anett (GE Renewable Energy) [REDACTED]@ge.com>  
**Cc:** John W Shelton [REDACTED]@skf.com>; Larry E Horton [REDACTED]@skf.com>  
**Subject:** RE: GE/SKF Path Forward

Hello Anett and Mallika,

Please find attached the document memorializing the main shaft bearing order cancellations and moves.

Some items of note and explanation:

- This document extends the terms of our framework agreement until the main shaft bearing orders for 2020 are transacted.
- The dates in the Appendix 1 portion of the document are aligned with the delivery dates that we have agreed upon with Greg.
- The agreement sets a 5 day limit on receive date of the goods from date of shipment. We feel this is reasonable given the same day to next day transit time of the product from our Flowery Branch facility.

If you are in agreement, please sign and return a copy of the document. We will then countersign and return a copy for your files. Should you have any questions regarding the agreement, I am available to discuss.

Best Regards,  
Jeff

**Jeffrey Marchozzi**  
Sales Director, Wind Energy

**Mob:** [REDACTED]  
**E-mail:** [REDACTED]@skf.com

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**From:** Jeffrey Marchozzi

**Sent:** Saturday, November 16, 2019 9:38 AM

**To:** Ramaswamy, Mallika (GE Renewable Energy) [REDACTED]@ge.com>; Kugler, Ulrich (GE Renewable Energy) [REDACTED]@ge.com>; Megyeri, Anett (GE Renewable Energy) [REDACTED]@ge.com>

**Cc:** John W Shelton [REDACTED]@skf.com>; Larry E Horton [REDACTED]@skf.com>

**Subject:** RE: GE/SKF Path Forward

Hello Mallika,

With regards to the contractual issues below, SKF disagrees with the GE characterization.

We are working on documenting both the GE purchase of the remaining 275 MSBs and SKF's reasonable costs related to the cancellation of the SLB purchase orders. We will be in touch as quickly as possible with a package for you to review.

Have a great weekend,  
Jeff

**Jeffrey Marchozzi**

Sales Director, Wind Energy

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**From:** Ramaswamy, Mallika (GE Renewable Energy) [REDACTED]@ge.com>

**Sent:** Friday, November 15, 2019 10:25 AM

**To:** Jeffrey Marchozzi [REDACTED]@skf.com>; Kugler, Ulrich (GE Renewable Energy) [REDACTED]@ge.com>; Megyeri, Anett (GE Renewable Energy) [REDACTED]@ge.com>

**Cc:** John W Shelton [REDACTED]@skf.com>; Larry E Horton [REDACTED]@skf.com>

**Subject:** RE: GE/SKF Path Forward

Jeff,

On 17<sup>th</sup> September 2019 GE notified SKF of a suspension of orders as detailed in the first attached email. After SKF communicated verbally no work in process costs incurred, GE communicated on 2<sup>nd</sup> Oct 2019, the intention to cancel those orders (as detailed in the second attachment), and officially cancelled the orders on 4<sup>th</sup> Oct. On 4<sup>th</sup> Oct and 7<sup>th</sup> Oct 2019, SKF communicated informally of materials leftover at the factory due to minimum order quantities. SKF was requested to clearly document this in writing, as is required per sections 6.1 and 11.1 of the GE Rev A Terms and Conditions.

To date no proper claim has been submitting in writing. A claim must include specific costs and reasonable supporting documentation, tied to specific contracts/orders, and submitted in writing. Now that 30 days have passed since notification of suspension, as well as termination, SKF has waived its rights to a claim per the contract. Without prejudice to or waiver of any of GE's rights and remedies under the contract, I will still agree to review a package of documentation showing any direct and reasonable costs incurred as a result of the suspension and termination. Please let me know when you plan to submit the package.

Furthermore, there remains open purchase orders for 9 qualification pieces of 447W0041G002. These should be delivered complete as per the terms of the open purchase orders.

Regarding the Main Bearings, GE will agree to take the 275 main bearings by the end of 2020. I know you are already working with the GE Buyer to determine ship dates, and then Pos will be revised accordingly.

Regards,

**Mallika Ramaswamy**  
Global Commodity Leader, GE Renewables  
Pitch Brgs/Yaw Brgs/Forgings  
T: [REDACTED]  
E: [REDACTED]@ge.com

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**From:** Jeffrey Marchozzi [REDACTED]@skf.com>  
**Sent:** Thursday, October 31, 2019 3:53 PM  
**To:** Kugler, Ulrich (GE Renewable Energy) [REDACTED]@ge.com>; Ramaswamy, Mallika (GE Renewable Energy) [REDACTED]@ge.com>; Megyeri, Anett (GE Renewable Energy) [REDACTED]@ge.com>  
**Cc:** John W Shelton [REDACTED]@skf.com>; Larry E Horton [REDACTED]@skf.com>  
**Subject:** EXT: GE/SKF Path Forward

Ulrich and Mallika,

Thank you for your time on the call today.

As agreed, for the SLB, the GE commitment for 2020 volume will be released with payment of applicable cancellation costs - totaling \$1.9M. Included in the cancellation costs are costs associated with the manufacturing and qualification of the O-Bearing, material costs from the qualification order, tooling for production, and raw materials for production.

Also as agreed, for the MSB, 275 bearings will be received by GE as finished product during the 4<sup>th</sup> quarter of 2020. Please revise/reissue PO's for these materials with the new dates.

Finally, as discussed, given the impending stoppage of commercial engagement, SKF engineering support for GE Renewables will be discontinued.

Please confirm acceptance of the terms above.

Best Regards,  
Jeff

**Jeffrey Marchozzi**  
Sales Director, Wind and Global Accounts

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**ADDENDUM NUMBER THREE  
TO THE SUPPLY AGREEMENT**

This Addendum Number Three ("Addendum") is effective as of the 18th day of December, 2019, ("Addendum Effective Date") and amends the Supply Agreement dated January 1, 2015, by and between SKF USA Inc. ("Seller") and General Electric Company, acting through its GE Power & Water business, ("Buyer") (hereafter referred to as the Agreement) by amending the Agreement as follows:

1. Section 3 (a) "Term and Termination" shall be modified as follows: "Unless further extended or unless terminated under this Section 3, this Agreement will be deemed to be in effect from the original Effective Date until each party's obligations under all Orders are fulfilled (the "Term"). The parties agree that all Orders issued on or after December 31, 2018 shall be governed by the Agreement."
2. Appendix 1 is hereby deleted and replaced with the new Appendix 1 attached hereto.

All capitalized words used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

**GENERAL ELECTRIC COMPANY, acting through its  
GE Power & Water Business**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SKF USA INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SKF USA INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**APPENDIX 1****Description, Quantity and Price List of Components**

1. Buyer and Seller agree that the Orders specified in Table 1 below have been cancelled by Buyer.

**Table 1**

Order #	Part Number	Part Quantity
650026662	240/750 ECA/W33V039RE10	17
650026977	240/750 ECA/W33V039RE10	17
650026978	240/750 ECA/W33V039RE10	17
650026979	240/750 ECA/W33V039RE10	17
650026980	240/750 ECA/W33V039RE10	17
650026981	240/750 ECA/W33V039RE10	17
650026982	240/750 ECA/W33V039RE10	17
650026983	240/750 ECA/W33V039RE10	17
650026984	240/750 ECA/W33V039RE10	17
650026985	240/750 ECA/W33V039RE10	17

2. In consideration for Seller not making a claim for any equitable cancellation costs for the cancelled Orders in Table 1, Buyer has agreed that the Orders specified in Table 2 below are firm and non-cancellable by Buyer. Unless otherwise agreed, Seller shall supply the Components pursuant to this Agreement by the date specified below and at the price specified in each Order.

**Table 2**

Order #	Part Number	Original Quantity	New Quantity	Delivery Need by Date
650026087	240/750 ECA/W33V039RE10	17	17	10/16/2020
650026088	240/750 ECA/W33V039RE10	17	17	10/16/2020
650026089	240/750 ECA/W33V039RE10	17	17	10/23/2020
650026090	240/750 ECA/W33V039RE10	17	17	10/30/2020
650026091	240/750 ECA/W33V039RE10	17	17	10/30/2020
650026092	240/750 ECA/W33V039RE10	17	17	11/6/2020
650026181	240/750 ECA/W33V039RE10	17	17	11/13/2020
650026182	240/750 ECA/W33V039RE10	17	17	11/13/2020
650026183	240/750 ECA/W33V039RE10	17	17	11/20/2020
650026659	240/750 ECA/W33V039RE10	17	17	11/25/2020
650026660	240/750 ECA/W33V039RE10	17	17	11/25/2020
650026661	240/750 ECA/W33V039RE10	17	17	11/25/2020
650026663	240/750 ECA/W33V039RE10	17	17	12/11/2020
650026664	240/750 ECA/W33V039RE10	17	17	12/22/2020
650026665	240/750 ECA/W33V039RE10	17	17	12/22/2020
650026666	240/750 ECA/W33V039RE10	17	17	12/22/2020
650026667	240/750 ECA/W33V039RE10	17	3	12/22/2020